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May 5, 2000

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Magalie Roman Salas  
Secretary  
Federal Communications Commission  
445 - 12th Street SW  
Washington, DC 20554

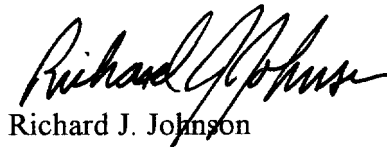
Re: In the Matter of a Request for Emergency Temporary Relief Enjoining AT&T  
Corp. from Discontinuing Service Pending Final Decision  
CC Docket 96-262

Dear Ms. Roman Salas:

Enclosed for filing, please find an original and four copies of the Request for Emergency Temporary Relief on behalf of the Minnesota CLEC Consortium. Also enclosed is a Certificate of Service.

Please contact the undersigned if further information is needed.

Very truly yours,

  
Richard J. Johnson

RJJ/jjh  
Enclosures  
cc: Parties on the attached list  
333636/1

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Magalie Roman Salas

May 5, 2000

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Before the  
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In the Matter of

Request for Emergency Temporary Relief  
Enjoining AT&T Corp. from Discontinuing  
Service Pending Final Decision

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CC Docket No. 96-262

**REQUEST FOR EMERGENCY TEMPORARY RELIEF  
of the  
MINNESOTA CLEC CONSORTIUM**

May 5, 2000

Michael J. Bradley  
Richard J. Johnson  
Moss & Barnett  
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4800 Norwest Center  
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Minneapolis, MN 55402-4129

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## SUMMARY

The Minnesota CLEC Consortium and its 13 small Competitive Local Exchange Carrier (“CLEC”) members (collectively “Petitioners”) seek immediate action from the Federal Communications Commission (“Commission”) to prohibit AT&T Corp. (“AT&T”) from:

- 1) illegally withdrawing its interexchange services from, or refusing to provide its services to, the customers of Petitioners; and
- 2) from terminating interconnections, or refusing to establish interconnections, between the facilities of AT&T and Petitioners.

Recent events make it clear that AT&T is pursuing a wide-reaching strategy of unilaterally: 1) refusing to provide services to the customers of CLECs; and 2) refusing to establish or maintain interconnections with facilities of CLECs, unless the CLECs agree to access charge levels that AT&T finds acceptable. This AT&T strategy violates Sections 201(a), 201(b), 202(a), 203(c), 214(a) and 251(a) of the Communications Act of 1934, as amended.

Unless the Commission grants the relief requested, Petitioners (and other CLECs) will suffer irreparable competitive harm, customers of Petitioners (and other CLECs) will suffer harm from being deprived of their choice of long distance carriers. Current long distance customers of AT&T may be unwilling to change long distance carriers, and, as a result, Petitioners would be foreclosed from providing local service to such customers. AT&T long distance customers remain a very significant portion of the total available market for Petitioners and other CLECs.

In contrast to the irreparable harm imposed on Petitioners and customers, AT&T will not be substantially harmed by the relief requested. Further, the public interest will be served by an orderly resolution of issues regarding CLEC access rates raised in the pending rulemaking in this docket by the Commission, rather than by the unilateral action of AT&T.

Accordingly, the Commission should grant the relief requested by Petitioners.

Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

In the Matter of

Request for Emergency Temporary	)	CC Docket No. 96-262
Relief Enjoining AT&T Corp. from	)	
Discontinuing Service Pending	)	
Final Decision	)	

To: The Commission

**REQUEST FOR EMERGENCY RELIEF**

The Minnesota CLEC Consortium and its members Ace Telephone Association; HomeTown Solutions, LLC; Hutchinson Telecommunications, Inc.; Integra Telecom of Minnesota, Inc. ("Integra"); Local Access Network, LLC; Mainstreet Communications, LLC; NorthStar Access, LLC; Otter Tail Telcom, LLC ("Ottetail"); Paul Bunyan Rural Telephone Cooperative; Tekstar Communications Systems, Inc.; U.S. Link, Inc.; VAL-ED Joint Venture, LLP; and WETEC, LLC (collectively "Petitioners"), by their attorneys, request immediate Federal Communications Commission ("Commission") action prohibiting AT&T Corp. ("AT&T") from: 1) illegally withdrawing its interexchange services from, or refusing to provide its services to, the customers of Petitioners; and 2) from terminating interconnections, or refusing to establish interconnections, between the facilities of AT&T and Petitioners. As demonstrated herein, it is clear that AT&T has adopted a wide-reaching strategy of refusing to interconnect with small CLECs unless the CLEC's access charges are acceptable to AT&T. AT&T's strategy and actions violate several provisions of the Communications Act of 1934, as amended (the "Act"). Further, AT&T's strategy and actions will impair the Commission's resolution of issues relating to CLEC access charges that are pending in this proceeding. As a result, the public

interest requires that AT&T be prohibited from engaging in such unilateral and self-serving actions.

AT&T's strategy violates core priorities and policies of the Communications Act, including:

- 1) the promotion of service choices and alternatives for all customers;
- 2) the establishment of interconnections between the facilities of all carriers;
- 3) the prohibition on unreasonable discrimination or preferences between customers;
- and
- 4) the duty of a carrier to fulfill the service obligations set forth in its tariffs, until duly changed after notice and opportunity for affected members of the public to be heard.

#### **I. BACKGROUND.**

The attached letters to Otter Tail and Integra,<sup>1</sup> along with virtually identical letters submitted in a separate petition in this proceeding,<sup>2</sup> demonstrate that AT&T is pursuing a wide-reaching strategy of: 1) refusing to provide services to the customers of CLECs; and 2) refusing to establish or maintain interconnections with CLEC facilities, unless the CLECs establish access charges that AT&T finds acceptable. All of the Petitioners are small CLECs and most serve primarily rural communities. As a result, the access charges of the Petitioners are set at rates higher than US WEST Communications, Inc. ("US WEST"), which is the incumbent local exchange carrier ("Incumbent LEC") in many communities served by Petitioners. Although discussions continue between AT&T and some of the Petitioners, it is apparent from

---

<sup>1</sup> See, Exhibits A.1 and A.2.

<sup>2</sup> See, Request for Emergency Relief of Rural Independent Competitive Alliance, dated February 18, 2000, in CC Docket 96-262.

AT&T's strategy that AT&T will not voluntarily provide originating access service to CLEC customers unless the Petitioners acquiesce to AT&T's demands regarding their access charges.<sup>3</sup>

Customer confusion and dissatisfaction have resulted and will continue to result from the unavailability of toll services from AT&T. Although AT&T does not provide originating access services to customers of Petitioners (and will obviously refuse to do so unless the Petitioners acquiesce to AT&T's demands regarding their access charges), AT&T continues to advertise its services to Petitioners' customers.<sup>4</sup> If Petitioners' customers do respond to AT&T's advertising and select AT&T toll service, the service is not provided and customers are misinformed by AT&T that the CLECs have failed to process the service order, even after AT&T has explicitly refused to accept traffic from those customers.<sup>5</sup> Clearly, such conduct is misleading to customers and will cause irreparable competitive harm to Petitioners and other CLECs.

AT&T's strategy and actions impose immediate and irreparable harm to Petitioners (and other CLECs) and their customers by imposing an illegal impediment to Petitioners' (and other CLECs') efforts to provide local competition in rural areas. Some customers will outright refuse to obtain services from Petitioners (and other CLECs) as the direct result of AT&T's unilateral and illegal refusal to provide service to the CLEC's customers.<sup>6</sup> Such competitive harm is irreparable.

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<sup>3</sup> See, letter from Toni LaPenna (AT&T) to Jim Smart (Northstar Access), Exhibit B.

<sup>4</sup> AT&T advertising materials have been sent directly to employees of Petitioners. See, AT&T advertising materials addressed to Jim Smart, General Manager of NorthStar Access, LLC and "Business Owner, Paul Bunyan Telephone," Exhibits C.1 and C.2.

<sup>5</sup> See, letter from AT&T to Wade Sjolie, customer of Otter Tail Telecom, LLC, Exhibit D.

<sup>6</sup> See, letter from Pat Hanley Sales, Inc. to Otter Tail Telcom, LLC, Exhibit E.



## **II. ISSUES CURRENTLY BEFORE THE COMMISSION REQUIRE ACTION TO PRESERVE THE STATUS QUO.**

Immediate Commission action is required to maintain uninterrupted service to the public pending resolution of the outstanding issues in a currently pending a rulemaking in this Docket that is intended to enable the Commission to make a final determination relating to CLEC access charges.<sup>7</sup> Without such action, AT&T's unilateral strategy and actions will preclude the orderly resolution by the Commission of those issues that are critical to the providing competitive local exchange services, particularly in rural, higher cost areas. AT&T cannot be allowed to prejudice the Commission's authority through unilateral, self-help remedies. As a result, granting preliminary relief to preserve the status quo until such a final determination is made is both necessary and appropriate.

The Commission clearly has the authority under the Act to grant the relief requested by the Petitioners. Under 47 U.S.C. § 154(i), the Commission may "perform any and all acts, make such rules and regulation, and issue such orders, not inconsistent with this Act, and may be necessary in the execution of its functions." Further, under 47 U.S.C. § 154(j), the "Commission may conduct its proceedings in such manner as will best conduce to the proper dispatch of business and to the ends of justice."

As indicated herein, in the absence of the relief sought, the unilateral actions of AT&T will harm the public by undermining the Commission's ability of resolve issues pending in this proceeding.

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<sup>7</sup> See, Fifth Report and Order and Notice of Proposed Rulemaking, FCC 99-206, CC Docket 96-262, ¶¶ 236-257.

### **III. EMERGENCY RELIEF IS JUSTIFIED.**

Petitioners' request for emergency relief meets the established criteria for issuance of a preliminary injunction.<sup>8</sup> Those criteria include:

1. The likelihood of success on the merits;
2. The likelihood that irreparable harm to the requesting party will result if the preliminary relief is not granted;
3. The impact on other affected parties if the preliminary relief is not granted; and
4. The public interest implications of granting or denying the relief.

The request of Petitioners meets these criteria.

#### **A. AT&T's Position Is Unlikely To Succeed On The Merits.**

AT&T's unilateral decision to withhold its tariffed services from the customers of Petitioners and other CLECs violates several statutory prohibitions. The following discussion sets forth a summary of statutory obligations that are violated by AT&T's strategy of unilateral, self help limitations on the availability of its services. Violation of any one of these statutory provisions would justify an emergency prohibition. Violation of multiple statutory provisions compels such a prohibition.

##### **1. AT&T's Action Violates Sections 201(a) and(b).**

AT&T's position rests on the premise that AT&T has the right to refuse service to a customer based on the identity of that customer's local exchange carrier. This position violates both Section 201(a) and (b) of the Act. Section 201(a) reads in part:

*It shall be the duty of every common carrier engaged in interstate or foreign communication by wire or radio to furnish such communication service upon reasonable request therefor; . . . .*

---

<sup>8</sup> See, Virginia Petroleum Jobbers Association v. Federal Power Commission, 259 F.2d 921 (D.C. Cir. 1958), and Washington Metropolitan Area Transit Commission v. Holiday Tours, Inc., 559 F.2d 841 (D.C. Cir. 1977).

(Emphasis added.) AT&T's practice is unlawful under Section 201(a) because AT&T's action denies the "reasonable requests" of Petitioners' (and other CLECs') customers for AT&T's tariffed interstate services. Neither AT&T's advertising nor its tariffs give any indication that AT&T's services are not available to Petitioners' customers.

AT&T's self-help denial of its tariffed service also violates the requirement of Section 201(b) of the Act that its practices be "just and reasonable." Section 201(b) reads in part:

*All charges, practices, classifications, and regulations for and in connection with such communication service, shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is declared to be unlawful . . . .*

(Emphasis added.) AT&T's unilateral refusal to provide service to customers of Petitioners is "unjust and unreasonable" under Section 201(b) because there is no reasonable basis under either the facts or under the terms of AT&T's tariffs to deny the requests of customers of CLECs for AT&T's tariffed interstate services.

Section 201 in particular, and the Communications Act in general, establish a policy that services should be made available to all customers "so far as possible."<sup>9</sup> The obligation to establish interconnections between carriers is a mechanism by which communication service can be provided to end users.<sup>10</sup> Clearly, this obligation to interconnect applies to interconnections between interexchange carriers ("IXCs") and LECs,<sup>11</sup> and there is no basis in the language of

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<sup>9</sup> Mid-Texas Communications Systems, Inc. v. Amer. Tel. & Tel. Co., 615 F.2d 1372, 1379 (5<sup>th</sup> Cir. 1980) ("In general, the 'public interest' is to be considered in light of the overall purpose of the Communications Act 'to make available, so far as possible, to all people of the United States a rapid, efficient, Nation-wide and world-wide wire and radio communications service with adequate facilities at reasonable charges . . . . (citation omitted)'. As further discussed below, the goals (and specific provisions) of the Telecommunications Act of 1996 underscore the policy of Section 201(a) to promote interconnections between carriers and choices for all customers.

<sup>10</sup> Section 201(a) further requires common carriers "to establish physical connections with other carriers" if the Commission, "after opportunity for hearing, finds such action necessary or desirable in the public interest."

<sup>11</sup> See, e.g., Southern Pacific Communications v. American Tel. and Tel. Co., et al., 740 F.2d 980, 1002 (D.C. Cir. 1984), cert. denied 470 U.S. 1005.

Section 201(a) to conclude that it does not apply with equal force to interconnections between AT&T and CLECs, such as Petitioners.

## **2. AT&T's Action Violates Section 202(a).**

Section 202(a) also prohibits unjust or unreasonable discrimination against customers.

Section 202(a) reads:

*It shall be unlawful for any common carrier to make any unjust or unreasonable discrimination in charges, practices, classifications, regulations, facilities, or services for or in connection with like communication service, directly or indirectly, by any means or device, or to make or give any undue or unreasonable preference or advantage to any particular person, class of persons, or locality, or to subject any particular person, class of persons, or locality to any undue or unreasonable prejudice or disadvantage.*

(Emphasis added.) AT&T's refusal to provide service is an "unreasonable discrimination ... in charges ... or services" and will "subject ... [a] class of persons ... to ... undue or unreasonable prejudice or disadvantage." If AT&T is allowed to refuse service to customers of Petitioners (and other CLECs), unreasonable discrimination will be imposed on those customers who will not have the access to AT&T interstate services that are available to other customers of other LECs (the Incumbent LECs) who may reside in literally the same or immediately adjacent buildings.

The customers of Petitioners are entitled to the protection of Section 202(a), and the protection of Section 202(a) does not depend on any formal categorization of customers.<sup>12</sup> Rather, customers of Petitioners are a "class of persons" that are protected from "unreasonable prejudice" by Section 202(a).

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<sup>12</sup> MCI Telecommunication Corp. v. F.C.C., 627 F.2d 322, 341 (D.C.Cir. 1980) (Section 202(a) applied to prevent discrimination between "early and late" customers).

### **3. AT&T's Actions Violate Section 203(b).**

AT&T's action also violates Section 203(b) by imposing a change, in the form of a limitation on the availability, to its tariffed services without the required notice to (and opportunity for review by) the Commission. Section 203(b) provides in part that:

- (1) *No change shall be made in the charges, classifications, regulations, or practices which have been so filed and published except after one hundred and twenty days notice to the Commission and to the public, ...*
- (2) The Commission may, in its discretion and for good cause shown, modify any requirement made by or under the authority of this section either in particular instances or by general order applicable to special circumstances or conditions ....

(Emphasis added.) AT&T's tariff does not provide any basis for restricting the availability of its interstate direct-dial services to the customers based on the identity of the local exchange carriers serving those customers, nor does AT&T's tariff limit the delivery of messages to the customers based on the identity of the local exchange carriers serving those customers. However, AT&T is currently imposing such restrictions the customers of Petitioners.

It is also clear that AT&T has not provided the required notice of its proposed change in practices as required by Section 203(b)(1). Accordingly, AT&T's practices of restricting both the availability of its originating services and the delivery of messages to customers of Petitioners violates Section 203(b) and should be prohibited.

### **4. AT&T's Actions Violate Section 214(a).**

AT&T's action also violates Section 214(a) by discontinuing, reducing and impairing service to a community or part of a community without certification from the Commission.

Section 214(a) reads in part:

- ...  
*No carrier shall discontinue, reduce, or impair service to a community, or part of a community, unless and until there shall first have been obtained from the Commission a certificate that neither the present nor future public convenience and necessity will be adversely affected thereby; ...*

(Emphasis added.) Virtually all Petitioners' customers were previously served by the incumbent LECs (typically US WEST and GTE) providing local exchange service in the areas served by the Petitioners, and had service available from AT&T. If one of the Petitioners replaces the incumbent LEC as the local exchange service provider for a group of customers, and AT&T then refuses to continue to make service available to those customers, service to a part of a community has been discontinued, reduced or impaired. Such a discontinuation, reduction or impairment is within the scope of Section 214 and requires prior Commission approval.

Customers receiving a particular service are "part of a community" within the meaning of Section 214.<sup>13</sup> Similarly, customers served by Petitioners are "part of a community." By refusing to accept the Petitioners' access services, which merely substitutes the connection between AT&T and the end use customer, AT&T is discontinuing, reducing and impairing service to a "part of community," the customers receiving service from the Petitioners. Such action may not be taken unilaterally by AT&T, which is already providing service to the geographic area in which Petitioners' provide service.<sup>14</sup>

The Commission has found that elimination of service to a particular category of users constitutes denial of service to a part of a community, in violation of Sec 214(a).<sup>15</sup> The same conclusion is warranted here.

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<sup>13</sup> ITT World Communications, Inc. v. New York Tel Co., 381 F. Supp. 113, 121 (S.D.N.Y. 1974) ("[N]othing has been offered to show that 'community' does not include an economic 'community' of users, such as international record carriers or domestic satellite carriers. ... The important concept of 'community' in Section 214 I take to be the public interest."); Chastain et al. v. A.T.& T., 43 FCC 2d 1079 (1973), *recon. denied* 49 FCC 2d 749 (1974).

<sup>14</sup> Similar to Sections 201 and 202, Section 214 allows the Commission to resolve requests for discontinuance by imposing "such terms and conditions as in its judgment the public convenience and necessity may require."

<sup>15</sup> In Chastain v. AT&T, the Commission ruled that AT&T had violated Section 214(a) by failing to obtain certification prior to its refusal to continue service to users of portable manual mobile telephones.

## **5. AT&T's Actions Violate Section 251(a).**

AT&T's refusal to interconnect with the facilities of Petitioners also violates

Section 251(a). Section 215(a) reads in part:

Each telecommunications carrier has the duty -  
(1) to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers;

Section 251(a)(1) imposes the duty to interconnect on "telecommunications carriers," not only on local exchange carriers or incumbent local exchange carriers. AT&T and Petitioners are all "telecommunications carriers." AT&T's refusal to accept traffic will clearly prevent interconnections between the facilities of AT&T and the facilities of Petitioners (and other CLECs). As a result, AT&T's direction violates the requirement of Section 251(a) to interconnect with other telecommunications carriers.

Section 251(a) also confirms the general policies of the Communications Act in favor of customer choices and the establishment and preservation of interconnections between carriers. Indeed, the concept of the Act, that there be an interconnected network of networks, would be totally frustrated if AT&T was allowed to continue its unilateral policy.

Based on the foregoing discussion of Sections 201(a) and (b), 202(a), 203(b), 214(a) and 251(a), it is very likely that AT&T's actions will be found illegal.

### **B. Irreparable Harm Will Result Unless The Commission Grants Relief.**

Petitioners (and other CLECs) will suffer irreparable harm unless the Commission requires AT&T to stop its illegal actions. It is clear that current customers of Petitioners that attempt to obtain AT&T services will be denied their choice of carrier and will suffer substantial inconvenience and confusion. As noted above, AT&T continues to send advertising and offers of service to customers of Petitioners, even after the CLEC has been directed by AT&T to not allow its customers to connect to the AT&T network.

It is also clear that Petitioners will suffer irreparable competitive harms as the result of customers' inability to retain service from AT&T, which may be the preferred carrier for many customers. Allowing AT&T to deny service to customers will clearly prevent Petitioners from competing on an even basis for all current customers of AT&T, which represent a very significant portion of the available market, because many customers may be unwilling to change long distance providers. Such limitations on customers' choices and on Petitioners' ability to compete, which will cause irreparable harms to customers, Petitioners, and local competition, should be prevented by the Commission.

**C. AT&T Will Not Suffer Substantial Harm From The Grant Of Relief.**

AT&T is not exposed to substantial, much less irreparable, harm if relief is granted. The only cost which the requested relief could possibly impose on AT&T is monetary. Further, the amount is minimal, as compared to AT&T revenues and expenses. Even if AT&T had a right to withdraw, the relief requested by the Petitioners would only defer that right. As a result, grant of Petitioners' request will result in only a minimal risk to AT&T.

**D. Grant Of The Requested Relief Will Serve The Public Interest.**

The public interest would also be served by granting the Petitioners' request. Petitioners are providing competitive local exchange services in rural areas in Minnesota. In most rural areas served by Petitioners, they are the only competitive alternative. Petitioners offer a reliable and responsive alternative to the incumbent providers and often present the only source of new and advanced services.

The public interest will be best served by clarifying the rules of competitive local exchange service through an orderly decision-making process that is not made moot by the actions of one of the participants, AT&T. The public interest requires issuance of the requested relief.

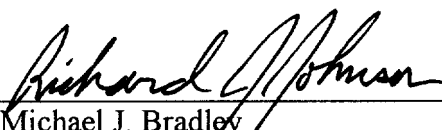


#### IV. CONCLUSION.

Accordingly, Petitioners respectfully request that the Commission order AT&T to make its services available to customers of Petitioners while this proceeding remains pending. In addition, the Commission should also find AT&T apparently liable for forfeitures as a result of its willful and repeated violation of various sections of the Act.

Respectfully submitted,

MINNESOTA CLEC CONSORTIUM

By:   
Michael J. Bradley  
Richard J. Johnson

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December 6, 1999

Steven Burns  
Otter Tail Telecom  
224 Lincoln Avenue West  
Fergus Falls, MN 56537

Re: Invoices for Switched Access Services

Dear Mr. Burn:

AT&T Corp. ("AT&T") is in receipt of an invoice from Otter Tail Telecom ("Otter Tail"), purportedly for switched access services.

By letter dated May 7, 1999, AT&T advised Otter Tail that AT&T would not purchase Otter Tail's switched access services. AT&T has not ordered originating or terminating switched access services from Otter Tail. Therefore, AT&T is not obligated to pay Otter Tail for the access services on the invoice. I am returning the original invoice with this letter.

We hereby instruct Otter Tail to immediately cease routing all traffic to AT&T's network, including, but not limited to, 0+, 1+, 500+, 700+, 8YY+, 900+ and all AT&T associated 10-10-XXX traffic. In addition, Otter Tail should not complete any calls terminating from AT&T's network that are intended for Otter Tail's local exchange customers. Moreover, we instruct Otter Tail not to presubscribe any of its local exchange customers to AT&T's interexchange services. To the extent that Otter Tail has improperly presubscribed its customers to AT&T, please notify all such customers immediately that Otter Tail is not authorized to presubscribe customers to AT&T and assist them in selecting another interexchange carrier who has provided Otter Tail with the appropriate authorization or another local exchange provider who is authorized to presubscribe its customers to AT&T's interexchange services.


We trust that Otter Tail will immediately comply with AT&T's instruction not to presubscribe any of its customers to AT&T's long distance service. In the event that Otter Tail does not for any reason comply with this instruction, please be advised that, although AT&T is not obligated to pay for access services it did not order, AT&T is legally obligated to bill the appropriate party for use of AT&T's long distance services. Moreover, AT&T must bill the appropriate party to prevent fraudulent use of its network. In order to do so, AT&T needs customer account records from Otter Tail through the CARE or BNA processes for any use of AT&T's long distance services by Otter Tail's local exchange customers provided through switched access services not ordered by AT&T. While AT&T has no choice but to accept these CARE records from Otter Tail or request BNA information, such action in no way may be construed as the order or purchase of access service from Otter Tail.

COPY

AT&T will hold Otter Tail liable for all losses, damages and costs arising out of Otter Tail's improper and unauthorized routing of traffic to AT&T's network.

If Otter Tail would like to discuss the possibility of mutually acceptable arrangements between the parties for Otter Tail's provision of access services to AT&T, it will be necessary for Otter Tail to execute the enclosed Confidentiality and Pre-Negotiation Agreement. AT&T's participation and willingness to engage in discussions with Otter Tail are not to be considered an order, acceptance or purchase of originating and/or terminating switched access services from Otter Tail by AT&T or a suspension, interruption, termination or revocation of AT&T's instruction to Otter Tail to cease routing traffic to AT&T's network, to not complete calls from AT&T's network, and to stop presubscribing Otter Tail's local exchange customers to AT&T's interexchange services.

Very truly yours,

A handwritten signature in dark ink, appearing to read "William J. Taggart III", written in a cursive style.

William J. Taggart III

cc: Geri Sadowski  
Brian Moore



William J. Taggart III  
District Manager  
CLEC Contract Development and Management

900 Routes 202/206 North  
Room 2A108  
Bedminster, NJ 07921-0752  
Voice: 908.234.5896  
Fax: 908.234.8835  
Email: [wtaggart@att.com](mailto:wtaggart@att.com)

January 19, 2000

Kit Nidever  
Vice President/Controller  
Integra Telecom  
Suite 190  
19545 NW Von Neumann Dr.  
Beaverton, OR 97006

*c: Dudley  
Jim  
Deb  
Wayne  
Rebecca  
Mike M.  
Mike H.  
Regina*

Re: Invoices for Switched Access Services in Minnesota

Dear Mr. Nidever:

AT&T Corp. ("AT&T") is in receipt of invoices from Integra Telecom ("Integra"), purportedly for switched access services in the State of Minnesota.

AT&T has not ordered originating or terminating switched access services from Integra in Minnesota. Therefore, AT&T is not obligated to pay Integra for the access services on the invoices.

We hereby instruct Integra to immediately cease routing all traffic originating in the State of Minnesota to AT&T's network, including, but not limited to, 0+, 1+, 500+, 700+, 8YY+, 900+ and all AT&T associated 10-10-XXX traffic. In addition, Integra should not complete any calls terminating from AT&T's network that are intended for Integra's local exchange customers in Minnesota. Moreover, we instruct Integra not to presubscribe any of its local exchange customers in Minnesota to AT&T's interexchange services. To the extent that Integra has improperly presubscribed its customers in Minnesota to AT&T, please notify all such customers immediately that Integra is not authorized to presubscribe customers to AT&T and assist them in selecting another interexchange carrier who has provided Integra with the appropriate authorization or another local exchange provider who is authorized to presubscribe its customers to AT&T's interexchange services.

We trust that Integra will immediately comply with AT&T's instruction not to presubscribe any of its customers in Minnesota to AT&T's long distance service. In the event that Integra does not for any reason comply with this instruction, please be advised that, although AT&T is not obligated to pay for access services it did not order, AT&T is legally obligated to bill the appropriate party for use of AT&T's long distance services. Moreover, AT&T must bill the appropriate party to prevent fraudulent use of its network. In order to do so, AT&T needs customer account records from Integra through the CARE

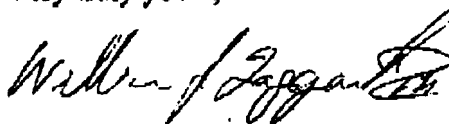
or BNA processes for any use of AT&T's long distance services by Integra's local exchange customers in Minnesota provided through switched access services not ordered by AT&T. While AT&T has no choice but to accept these CARE records from Integra or request BNA information, such action in no way may be construed as the order or purchase of access service from Integra.

AT&T will hold Integra liable for all losses, damages and costs arising out of Integra's improper and unauthorized routing of traffic to AT&T's network.

*Not enclosed* — If Integra would like to discuss the possibility of mutually acceptable arrangements between the parties for Integra's provision of access services to AT&T, it will be necessary for Integra to execute the enclosed Confidentiality and Pre-Negotiation Agreement. AT&T's participation and willingness to engage in discussions with Integra are not to be considered an order, acceptance or purchase of originating and/or terminating switched access services from Integra by AT&T or a suspension, interruption, termination or revocation of AT&T's instruction to Integra to cease routing traffic to AT&T's network, to not complete calls from AT&T's network, and to stop presubscribing Integra's local exchange customers to AT&T's interexchange services.

To AT&T's knowledge, Integra is operating as a competitive local exchange carrier in Minnesota and Oregon. To the extent that Integra may expand its operations outside of these states, then the instructions are and shall be applicable to Integra's operations in any and all such other states. While the instructions in this letter do not apply to Integra's operations in Oregon, AT&T reserves all of its rights with respect to Integra's provision of switched access services in Oregon.

Very truly yours,



William J. Taggart III

cc: Brian Moore  
Garry Miller



June 10, 1999

NorthStar  
Jim Smart

Dear Jim:


AT&T has received information that your company may be planning to offer, or is already offering local exchange service in one or more cities. In addition to local services, your customers may also want to access AT&T's switched network, for which you will be charging AT&T originating and terminating access.

It is AT&T's policy to pay solely for access services that it orders. AT&T will issue an order through an Access Service Request (ASR) to your company for switched access service once you have completed AT&T's supplier set-up processes (e.g., establishing Customer Account Record Exchange (CARE) and bill processing capabilities) and AT&T has agreed to the switched access prices proposed by your firm. It is AT&T's expectation that these prices be competitive with the incumbent LEC in each area that your company will be offering service.

In addition, AT&T makes every effort to maintain a high standard of service. Your company will need to advise AT&T when you expect a significant increase in traffic destined to AT&T, for example when you are awarded major bids from your local customers. Furthermore, since there is a standard interval to implement trunking, AT&T expects advance notice of this information in order that we can review it and order any additional trunking required to avoid tandem congestion.

Enclosed you will find a copy of AT&T's Vendor Information form as well as the ABM form/requirements (Access Billing) and the O+ questionnaire (Operator Services Organization). Additionally, the Customer Account Record Exchange (CARE) organization will send you a welcome package once we acquire the Care contact and telephone number. Please complete them and return them to me via fax (303-554-9094) or e-mail [tlapenna@att.com](mailto:tlapenna@att.com).

Sincerely,

  
Toni LaPenna  
Manager, AT&T Supplier Relations

Attachments

*28 pages*

AT&amp;T

\*Rate is subject to change and includes promotional discounts that are valid for two years from date of enrollment. You must spend between \$7.50 and \$2,800 per month to qualify. If your monthly usage charges are less than \$7.50, a monthly charge of \$7.50 will be applied. Other terms and conditions apply. Please ask us for details.

The FCC has changed the way long distance carriers pay access fees to local phone companies. AT&T recovers some of its per-customer access costs in the form of a monthly Carrier Line Charge. In addition, the FCC requires AT&T to contribute to the Universal Service Fund. AT&T assesses a Universal Connectivity Charge on monthly usage to recover this expense.

†If you wish to return to your former service within 90 days after installation, notify AT&T in writing to receive a \$5 reimbursement per line originally converted from another carrier. AT&T will also reimburse other tariffed nonrecurring charges incurred for subscribing to former service. Limit: one reimbursement per line per customer.

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PR100

US84441234 BW9A  
218 444-1234 000

SIGNING, CASHING, AND/OR DEPOSITING OF THIS CHECK WILL SWITCH TO AT&T:  
YOUR LONG DISTANCE SERVICE AND  
YOUR LOCAL TOLL SERVICE.

Please fill in any missing telephone numbers that you would like switched to AT&T, including your home phone number and/or any toll-free numbers. Please make any necessary corrections to the preprinted information.

PAY TO:

Business Owner  
Paul Bunyan Telephone  
1831 Anne St. NW  
Bemidji, MN 56601-5659



**PAY Twenty and 00/100 DOLLARS**

(Check amount not to exceed \$20.)

*Edward M. Dwyer*

AUTHORIZED SIGNATURE

ACCT. 704075  
NO. 31787933  
DATE 3/8/00

Check expires 60 days  
from date of issue.

Dollars	Cents
\$20	00

\*\*\*\*\*



CITIZENS STATE BANK  
Clara City, MN 56222

31787933 10919048561 70 407 51



The **promise** behind this check  
is as real as the check itself.

Dear Business Owner:

Our promise to you is simple — that when you come back to AT&T for your long distance needs, you'll put the reliable AT&T Network behind you, and you'll enjoy the low rates you deserve. At AT&T, we're dedicated to getting your *net.working*<sup>SM</sup> — that means making communications work better for your business. And the AT&T **One Rate**<sup>®</sup> for Business Plan is just one of the ways to get started.

**You'll pay 60% less for your business long distance — all the time.**

I can promise you that with AT&T **One Rate for Business**, you'll pay one low 10.6¢-per-minute rate on all your state-to-state direct-dialed long distance calls. That's 60% off the basic long distance rate, and it applies 7 days a week, 24 hours a day — including peak hours when most business calls are made.\*

**Your satisfaction with AT&T service is guaranteed.**

Here's something else I can promise you: If you're not 100% satisfied after 90 days with AT&T, tell us and *we'll pay to switch you back to your original long distance carrier*. It's that easy.<sup>†</sup>

**Cashing your \$20 check is an easy way to start your *net.working*<sup>SM</sup>**

The \$20 check attached to the top of this letter is real. More important though, cashing it will switch your long distance service and, where available, your local toll service to AT&T. You'll get everything working for the success of your business, and enjoy the convenience and savings of AT&T all the time.

Any questions? Call 1 888 452-6900 from 8 a.m. to 8 p.m. ET, Monday through Friday. Otherwise, I invite you to cash your check and start enjoying these benefits right away.

Sincerely,



Robert Cole  
AT&T Marketing Manager

P.S. To ensure prompt service, please sign and print your name clearly on the back of the check.

Please see reverse side for important information.

BW9A

AT&T *net.working*<sup>SM</sup>



00018174  
MPWH

We were unable to process  
your order. Call us right away  
to reconfirm your selections.

**1 800 288-2040, ext. 40981**

**0811**

Dear Wade Sjolie:

We appreciate your selection of AT&T Residential Long Distance Service. By accepting our offer, you expected to get great value for your long distance dollar. And that's exactly what we're prepared to deliver.

Unfortunately, we are temporarily unable to process your order. And here's why:

Through no error of yours, your decision to switch to AT&T was not processed by your local phone company. Please reconfirm your choice by calling us today at **1 800 288-2040, ext. 40981**. The call should take only a few minutes.

Of course, the sooner you call, the sooner you can enjoy our low rates on all your calls. Plus with AT&T, you're assured crisp, clear sound quality. Fast, reliable connections. And round-the-clock customer service that always puts you first.

So don't delay. Start getting the quality and service you expected when you accepted our offer. Please call us before 01/14/2000 to confirm your choice of AT&T. Or simply complete and return the attached reply form.

Thank you in advance for calling us right away — and welcome to AT&T.

Sincerely,

A handwritten signature in cursive script that reads "Gregory P. Snick".

Gregory P. Snick  
AT&T Marketing Manager

Please see important information on the back.

It's all within your reach.™

# Pat Hanley Sales, Inc.

1806 N. 1<sup>st</sup> Ave.  
PO Box 1038  
Fergus Falls, MN 56537  
Telephone 218.726.0868  
Fax 218.726.3008

October 28, 1999

Otter Tail Telecom, LLC  
Daryl Ecker  
224 Lincoln Ave. W.  
Fergus Falls, MN 56537

Dear Mr. Ecker:

Thank you for visiting with us about the opportunities you could provide to us as a local provider of telephone service. It was interesting to hear of the many new services being provided by Otter Tail Telecom and the fact that you are a locally owned company was also of great interest to us. Unfortunately, the inability to keep AT&T as our long distance carrier was a determining factor in our decision to remain with our current local service provider. If Otter Tail Telecom can offer AT&T at some point in the future. Please contact us again.

Sincerely,



Sue Lewis  
Information Systems Manager

Before the  
Federal Communications Commission  
Washington, D.C. 20554

In the Matter of	)	
	)	
Request for Emergency Temporary Relief	)	CC Docket No. 96-262
Enjoining AT&T Corp. from Discontinuing	)	
Service Pending Final Decision	)	

Certificate of Service

Marjie Carr-Oxley, being first duly sworn on oath, deposes and states that on the 5th day of May, 2000, copies of the Request for Emergency Temporary Relief on behalf of the Minnesota CLEC Consortium, in the above referenced matter were sent by Federal Express or mailed by United States first class mail, postage prepaid thereon, to the following:

Richard Lerner  
Deputy Division Chief  
Competitive Pricing Division  
Common Carrier Bureau  
Federal Communications Commission  
445 12th Street SW, Room 5-A221  
Washington, DC 20554

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Tamara Preiss  
Competitive Pricing Division  
Common Carrier Bureau  
Federal Communications Commission  
445 12th Street SW, Room 5-A221  
Washington, DC 20554

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Washington, DC 20004

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Boston, MA 02108-2617  
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Telecommunications Users Committee

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Emily Williams, Senior Attorney  
The Association for Local  
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Washington, DC 20006

Colleen Boothby  
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Judy Sello  
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Basking Ridge, NJ 07920

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Michael E. Glover  
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1320 North Courthouse Road, 8th Floor  
Arlington, VA 22201

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1231 20th Street NW  
Washington, DC 20036

William J. Taggert, III  
AT&T  
CLEC Contract Development and  
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900 Routes 202/206 North  
Room 2A108  
Bedminster, NJ 07921-0752

Daryl Ecker  
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224 West Lincoln Ave.  
Fergus Falls, MN 56637

Paul Freude  
Paul Bunyan Rural Telephone Cooperative  
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Bemidji, MN 56601

David Arvig  
Tekstar Communications, Inc.  
160 2nd Ave. SW  
Perham, MN 56573

John Sango  
U.S. Link, Inc.  
30925 Second Street  
P O Box 327  
Pequot Lakes, MN 56472

Jim Walter  
VAL-ED Joint Venture, LLP  
702 Main Avenue  
Moorhead, MN 56560

Brian W. Moore  
AT&T Corporation  
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Basking Ridge, NJ 07920

Dave Freeman  
Ace Telephone Association  
207 Cedar Street East  
P.O. Box 360  
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Kevin Beyer  
HomeTown Solutions, LLC  
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Morris, MN 56267-0107

Tom Dahl  
Hutchinson Telecommunications, Inc.  
235 Franklin Street S  
P.O. Box 279  
Hutchinson, MN 55350

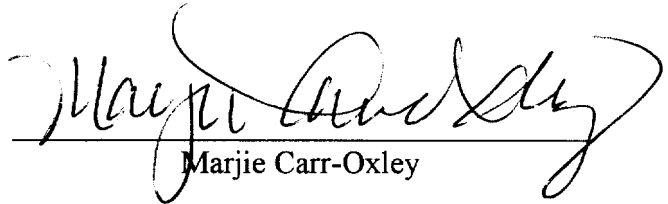
Cheryl Scapanski  
Local Access Network  
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P.O. Box 25  
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WETEC LLC  
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Park Rapids, MN 56470

Jim Smart  
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440 North Eagle Lake Road  
Big Lake, MN 55309-0310

Deb Harwood  
Integra Telecom, Inc.  
19545 NW Von Neumann Drive, Suite 190  
Beaverton, OR 97006-6902

  
Marjie Carr-Oxley

SWORN TO BEFORE ME this  
5th day of May, 2000

  
NOTARY PUBLIC

